

KEPPEL OPP'N EXH. 147

Message

From: Tommy SAM [/O=KEPPEL GROUP/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=TOMMY.SAM]
Sent: 23/1/2015 4:39:35 PM
To: Jeff CHOW [KOM-LEGAL] [/O=KEPPEL GROUP/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Jeff.chow]
Subject: Fwd: Enc.: Sete Brasil Anticorruption Letters
Attachments: Frade EPC Contractor.pdf; ATT00001.htm; Urca EPC Contractor.pdf; ATT00002.htm

Jeff,
Can carry to London?
Btw, after London, where will you be heading to?

Best regards,
Tommy

Begin forwarded message:

From: "JULIA AGRA" <JULIA.AGRA@kfelsbrasil.com.br>
To: "Kenneth CHONG [KOM-LEGAL]" <Kenneth.CHONG@keppelom.com>
Cc: "Jeff CHOW [KOM-LEGAL]" <jeff.chow@KEPPELOM.COM>, "Tommy SAM" <tommy.sam@keppelom.com>, "KARINA STOFF" <KARINA.STOFF@kfelsbrasil.com.br>, "LUCIANA PINA" <luciana.pina@kfelsbrasil.com.br>
Subject: Enc.: Sete Brasil Anticorruption Letters

Dear Kenneth,

Since Sete Brasil has requested us the PoA for the Anticorruption Letters again, could you please confirm the receipt of the email below?

Many thanks and regards,

Julia Waddington Agra
Keppel FELS Brasil S.A
Advogada Sênior/Senior Legal Officer
Phone: 55 21 21029407
Fax: 55 21 21029425
E-mail: julia.agra@kfelsbrasil.com.br

JULIA AGRA 19/01/2015 17:06 >>>

Dear Kenneth,

As requested by Sete Brasil, Fernvale issued and signed the attached Anticorruption Letters, addressed to Urca Drilling BV and Frade Drilling BV.

Mr. Han Kiat signed the letters as Fernvale's representative. Until 31st December, 2014, Mr. Han Kiat could represent the company alone. However, the valid PoA of Fernvale received by us gives only the powers to Mr. KC, Mr. Tommy and Mr. Han Kiat to represent the company before HSBC bank and related matters.

Could you please issue a limited PoA granting powers to Han Kiat to sign the mentioned letters? The letters were issued and signed on January 16th, 2015.

Many thanks and regards,

Julia Waddington Agra
Keppel FELS Brasil S.A
Advogada Sênior/Senior Legal Officer
Phone: 55 21 21029407
Fax: 55 21 21029425
E-mail: julia.agra@kfelsbrasil.com.br

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To: **FRADE DRILLING B.V.**

(the SPE)

From: **FERNVALE PTE LTD. (the EPC Contractor)**

Date 16/03/2015

Dear Sirs,

Long-term financing in respect of the unit "Frade" (the Unit) to be entered into between, amongst others, the finance parties and Frade Drilling B.V. (the Beneficiary)

We refer to:

- (A) the engineering, procurement and construction contract dated August 2, 2012 between the Beneficiary and the EPC Contractor as EPC contractor (the **EPC Contract**); and
- (B) the sub-contract in respect of the EPC Contract dated November 01, 2012 between the EPC Contractor and Estaleiro Brasfels Ltda. (the **Principal Sub-Contractor**),

(together the **Project Agreements**).

The EPC Contractor hereby represents and warrants, as at the date of this letter, considering its obligations under the EPC Contract to comply with all applicable laws, that:

- (a) neither in connection with the bidding procedure no. 0966646118 relating to the Project Agreement, nor the construction, testing and installation of the Unit contemplated by the Project Agreement (the **Project**), has it, or any of their directors, officers, employees, or, to the best of its knowledge after due enquiry, agents and no other person acting on behalf of it, made or received any corrupt payments to obtain or retain business or improperly secure a business advantage, which would or might constitute bribery within the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of 17 December 1997, the Foreign Corrupt Practices Act (15 USC §§ 78dd-1 et seq.), or the United Kingdom Bribery Act 2011 or Law 12,846/2013, any of their corresponding regulations, or any other applicable law, statute or regulation relating to bribery or corruption (including money laundering and all financial record keeping and reporting requirements, rules, regulations and guidelines), including, but not limited to, any offer, gift, payment, promise to pay, commission, fee, loan, rebate, facilitation payment, kickback, or any other consideration or anything of value (**Prohibited Payments**);
- (b) to the best of its knowledge after due enquiry, neither it nor any of its respective subsidiaries or affiliates (including but not limited the Principal Sub Contractor) has made Prohibited Payments in connection with the Project;

- (c) the Project Agreement to which it is a party has been duly authorised, executed and delivered by it; and
- (d) the execution and delivery of, and performance of obligations by the it under the Project Agreement to which it is a party does not and will not constitute a violation of any present statute, judgment, order, decree, regulation or rule of any court, governmental authority or arbitrator of competent jurisdiction applicable or relating to it, its assets or its business.
- (e) there is no notification, indictment or service of process of it or any of its directors, **officers**, employees, and, to the best of its knowledge after due enquiry, agents or any other person acting on behalf the EPC Contractor, relating to investigation or proceeding by or with any Government Entity (as defined in the Common Terms Agreement) regarding any fraudulent conduct relating to money laundering, bribery or public improbity (*improbidade administrativa*) involving them in respect of:
 - (i) the construction of the Unit; or
 - (ii) the execution of any Project Agreement.

This letter and any obligations arising out of or in connection with it are governed by New York law.

Yours faithfully,



By:.....

As authorised signatory for

FERNVALE PTE LTD.

To: **URCA DRILLING B.V.**

(the SPE)

From: **FERNVALE PTE LTD. (the EPC Contractor)**

Date 16/01/2015

Dear Sirs,

Long-term financing in respect of the unit "Urca" (the Unit) to be entered into between, amongst others, the finance parties and Urca Drilling B.V. (the Beneficiary)

We refer to:

- (A) the engineering, procurement and construction contract dated December 16, 2011 between the Beneficiary and the EPC Contractor as EPC Contractor (the **EPC Contract**); and
 - (B) the sub-contract in respect of the EPC Contract dated December 16, 2011 between the EPC Contractor and Estaleiro Brasfels Ltda. (the **Principal Sub-Contractor**),
- (together the **Project Agreements**).

The EPC Contractor hereby represents and warrants, as at the date of this letter, considering its obligations under the EPC Contract to comply with all applicable laws, that:

- (a) neither in connection with the bidding procedure no. 0966646118 relating to the Project Agreement, nor the construction, testing and installation of the Unit contemplated by the Project Agreement (the **Project**), has it, or any of their directors, officers, employees, or, to the best of its knowledge after due enquiry, agents and no other person acting on behalf of it, made or received any corrupt payments to obtain or retain business or improperly secure a business advantage, which would or might constitute bribery within the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of 17 December 1997, the Foreign Corrupt Practices Act (15 USC §§ 78dd-1 et seq.), or the United Kingdom Bribery Act 2011 or Law 12,846/2013, any of their corresponding regulations, or any other applicable law, statute or regulation relating to bribery or corruption (including money laundering and all financial record keeping and reporting requirements, rules, regulations and guidelines), including, but not limited to, any offer, gift, payment, promise to pay, commission, fee, loan, rebate, facilitation payment, kickback, or any other consideration or anything of value (**Prohibited Payments**);
- (b) to the best of its knowledge after due enquiry, neither it nor any of its respective subsidiaries or affiliates (including but not limited the Principal Sub Contractor) has made Prohibited Payments in connection with the Project;

- (c) the Project Agreement to which it is a party has been duly authorised, executed and delivered by it; and
- (d) the execution and delivery of, and performance of obligations by the it under the Project Agreement to which it is a party does not and will not constitute a violation of any present statute, judgment, order, decree, regulation or rule of any court, governmental authority or arbitrator of competent jurisdiction applicable or relating to it, its assets or its business.
- (e) there is no notification, indictment or service of process of it or any of its directors, officers, employees, and, to the best of its knowledge after due enquiry, agents or any other person acting on behalf the EPC Contractor, relating to investigation or proceeding by or with any Government Entity (as defined in the Common Terms Agreement) regarding any fraudulent conduct relating to money laundering, bribery or public improbity (*improbidade administrativa*) involving them in respect of:
 - (i) the construction of the Unit; or
 - (ii) the execution of any Project Agreement.

This letter and any obligations arising out of or in connection with it are governed by Brazilian law.

Yours faithfully,



By:.....

As authorised signatory for

FERNVALE PTE LTD.

